



THOMAS L. GARTHWAITE, M.D.
Director and Chief Medical Officer

FRED LEAF
Chief Operating Officer

COUNTY OF LOS ANGELES
DEPARTMENT OF HEALTH SERVICES
313 N. Figueroa, Los Angeles, CA 90012
(213) 240-8101

BOARD OF SUPERVISORS

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June 17, 2004

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF ORGAN DONATION SERVICES AGREEMENT
CONTRACT NO. H-210806 - AMENDMENT NO. 1 WITH ONELEGACY
(All Districts) (3 Votes)**

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and instruct the Director of Health Services, or his designee, to sign Amendment No. 1 to the Organ Donation Services Agreement with OneLegacy (formally known as Southern California Organ Procurement Center [SCOPC]) Contract No. H-210806 substantially similar to Exhibit I, to extend the term effective July 1, 2004 through June 30, 2007, and continue the provision of organ donation, i.e., organ harvesting and distributions, services.

PURPOSE/JUSTIFICATION OF THE RECOMMENDED ACTION:

In approving the recommended action, the Board is authorizing the Director of Health Services, or his designee, to enter into a sole source organ donation services agreement amendment with OneLegacy to continue the harvesting and distribution of County Department of Health Services' (DHS or Department) patient donated organs on behalf of the County and in accordance with the national transplant wait list/match system as administered by the United Network for Organ Sharing (UNOS), effective July 1, 2004 through June 30, 2007.

FISCAL IMPACT/FINANCING:

DHS hospitals participating in the organ donation services program, except Harbor/UCLA, will continue to be reimbursed at a rate of \$13,000 per organ donor for operating room expenses and distribution costs. Harbor/UCLA will continue to be reimbursed for actual costs incurred per organ donor. While Harbor-UCLA initially believed that itemized costs would generate higher reimbursement, they will review its itemized cost to determine whether the average reimbursements, i.e., \$13,000 per organ donor, would be more fiscally beneficial. Total estimated reimbursement is \$300,000 per fiscal year. There is no increase in net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

The national system of designating organ procurement organizations was developed by the Health Care Financing Administration (HCFA), now known as the Center for Medicare & Medicaid Services (CMS), in 1975. At that time, the Regional Organ Procurement Agency (ROPA) was HCFA's designated organ procurement organization for Los Angeles County and also the County contractor for these services. On September 16, 1999, after CMS replaced ROPA with the Southern California Organ Procurement Center (SCOPC), the Board approved an organ donation services agreement with SCOPC, through June 30, 2004. On April 12, 2001, SCOPC formally changed its name to OneLegacy.

OneLegacy is the CMS' designated organ procurement organization for Los Angeles County. To participate in organ donation services, an agreement with OneLegacy is required under federal regulations. Also, this agreement is one of the conditions required by the CMS for hospital participation in Medicare and Medicaid programs. Board approval of the amendment with OneLegacy will enable DHS to remain in compliance with these federal mandates.

Generally, the agreement with OneLegacy provides for a system whereby participating DHS hospitals and OneLegacy work together to insure that potential organ donors are identified, and that the County patients or legal next-of-kin are given the opportunity to donate organs in accordance with the national transplant wait list/match system as administered by UNOS. It is expected that, although UNOS is a national transplant waiting list/match system, almost all of the organs harvested will remain in the Los Angeles County area and transplanted to patients on local UNOS waiting lists.

The amendment will change SCOPC's name to its new name OneLegacy, add new Board-mandated provisions, and extend the term effective July 1, 2004 through June 30, 2007.

Attachment A provides additional information.

County Counsel has approved the Amendment (Exhibit I) as to form.

The Honorable Board of Supervisors
June 17, 2004
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CONTRACTING PROCESS:

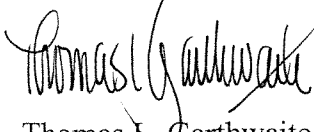
Not applicable. Sole source agreements are not advertised on the L.A. County Online Countywide Web Site as a business opportunity.

IMPACT ON CURRENT SERVICES (OR PROJECTS):

Approval of the attached Amendment will ensure the continued and uninterrupted provision of organ donation services and will enable DHS to comply with Federal mandates.

When approved, this Department requires three signed copies of the Board's action.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Thomas L. Garthwaite".

Thomas L. Garthwaite, M.D.
Director and Chief Medical Officer

TLG:kg

Attachments (2)

c: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors

SUMMARY OF AMENDMENT

1. TYPE OF SERVICE:

Organ donation services within the Department of Health Services hospitals.

2. CONTRACTOR ADDRESS AND CONTACT PERSON:

OneLegacy
2200 West Third Street, Suite 400
Los Angeles, CA 90057
Attention: Thomas Mone, Chief Executive Officer
Telephone: (213) 413-6219 FAX (213) 413-5373

3. TERM:

July 1, 2004 through June 30, 2007.

4. FINANCIAL INFORMATION:

DHS hospitals participating in the organ donation services program except Harbor/UCLA, will continue to be reimbursed at a rate of \$13,000 per organ donor for operating room expenses and distribution costs. Harbor/UCLA will continue to be reimbursed for actual costs incurred per organ donor. Total estimated reimbursement is \$300,000 per fiscal year.

5. GEOGRAPHIC AREA:

Countywide.

6. MONITORING:

Department of Health Services Hospital Facility Administration will be responsible for monitoring the agreement in its entirety.

7. APPROVALS:

Executive Office: Fred Leaf, Chief Operating Officer

Contract Administration: Irene E. Riley, Director

County Counsel (approval as to form): Sharon Reichman, Senior Deputy County Counsel

EXHIBIT I
Contract No. H210806-1

ORGAN DONATION SERVICES AGREEMENT

AMENDMENT NO. 1

THIS AMENDMENT is made and entered into this _____ day
of _____, 2004,

by and between

COUNTY OF LOS ANGELES (hereafter
"County"),

and

ONELEGACY, a California non-
profit public benefit corporation
(formerly known as SOUTHERN
CALIFORNIA ORGAN PROCUREMENT
CENTER, INC. ["SCOPC"]) (here-
after "Contractor").

WHEREAS, reference is made to that certain document entitled
"ORGAN DONATION SERVICES AGREEMENT", dated September 14, 1999,
and further identified as County Agreement No. H210806, (all
hereafter "Agreement"); and

WHEREAS, it is the intent of the parties hereto to amend
Agreement to revise all references to SCOPC to be replaced by the
term OneLegacy or Contractor, whatever is appropriate, to extend
the term, to add new County required provisions, and to make
other hereafter described changes; and

WHEREAS, said Agreement provides that changes may be made in

the form of a written amendment which is formally approved and executed by the parties.

NOW, THEREFORE, the parties hereto agree as follows:

1. This Amendment shall be effective on July 1, 2004.
2. Effective the effective date of this Amendment Paragraph 1, TERM, shall be amended to read as follows:

"1. TERM: The term of this Agreement shall commence on July 1, 2004, and unless sooner canceled or terminated as provided herein, shall continue in full force and effect to midnight June 30, 2005. Said Agreement shall thereafter be automatically renewed for one (1) year terms, for a maximum of two (2) years, without further action by the parties hereto, to and including June 30, 2007.

This Agreement may be terminated by either party upon the occurrence of one or more of the following circumstances:

A. Decertification of Contractor by the Center for Medicare and Medicaid Services ("CMS"), formerly known as HCFA, as the designated OPO for the Facilities;

B. Upon the effective date of the designation of another OPO by the CMS to be County Facilities' designated OPO;

C. Upon the effective date of an agreement with

another OPO, which is authorized by CMS waiver;

D. Effective on the date that the County Facilities are no longer subject to compliance with any federal or State regulation requiring that it refer potential organ donors to a designated OPO;

E. A material breach by either party which within thirty (30) calendar days of written notice thereof to the other party has not been cured.

Either party desiring to terminate this Agreement in response to any of the aforesaid circumstances shall provide as reasonable notice as is possible, but in no case less than thirty (30) calendar days written notice to the other party. Such notice shall specifically state the reason for termination of Agreement, and such party desiring to terminate Agreement shall provide such documentation to the other party supporting the reason so stated."

3. Paragraph 33, TERMINATION FOR IMPROPER CONSIDERATION, shall be amended to read as follows:

"33. TERMINATION FOR INSOLVENCY, DEFAULT, GRATUITIES, AND/OR IMPROPER CONSIDERATIONS:

A. Termination for Insolvency: County may terminate this Agreement immediately for default in the event of the occurrence of any of the following:

(1) Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts at least ninety (90) calendar days in the ordinary course of business or cannot pay its debts as they become due, whether Contractor has committed an act of bankruptcy or not, and whether Contractor is insolvent within the meaning of the federal Bankruptcy Law or not;

(2) The filing of a voluntary or involuntary petition under the federal Bankruptcy Law;

(3) The appointment of a Receiver or Trustee for Contractor;

(4) The execution by Contractor of an assignment for the benefit of creditors.

The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

B. Termination For Default: County may, by written notice of default to Contractor, terminate this Agreement immediately in any one of the following circumstances:

(1) If, as determined in the sole judgment of

County, Contractor fails to perform any services within the times specified in this Agreement or any extension thereof as County may authorize in writing; or

(2) If, as determined in the sole judgment of County, Contractor fails to perform and/or comply with any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these two (2) circumstances, does not cure such failure within a period of five (5) calendar days (or such longer period as County may authorize in writing) after receipt of notice from County specifying such failure.

In the event that County terminates this Agreement as provided hereinabove, County may procure, upon such terms and in such manner as County may deem appropriate, services similar to those so terminated, and Contractor shall be liable to County for any reasonable excess costs incurred by County for such similar services.

The rights and remedies of County provided in this

Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

C. Termination For Gratuities and/or Improper Consideration: County may, by written notice to Contractor, immediately terminate Contractor's right to proceed under this Agreement, if it is found that gratuities or consideration in any form, were offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent, with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment, or extension of the Agreement, or making of any determinations with respect to the Contractor's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could in the event of default by Contractor.

Contractor shall immediately report any attempt by a County officer, employee, or agent, to solicit such improper gratuity or consideration. The report shall be made either to the County manager charged with the supervision of the employee or agent, or to the County

Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

(Among other items, such improper gratuities and considerations may take the form of cash, discounts, services, the provision of travel or entertainment, or other tangible gifts.)"

4. Paragraph 34, CONSIDERATION OF GAIN PROGRAM PARTICIPANTS FOR EMPLOYMENT, shall be amended to read as follows:

"34. CONSIDERATION OF COUNTY'S DEPARTMENT OF SOCIAL SERVICES ("DPSS") GREATER AVENUES FOR INDEPENDENCE ("GAIN") PROGRAM OR GENERAL RELIEF OPPORTUNITY FOR WORK ("GROW") PARTICIPANTS FOR EMPLOYMENT: Should Contractor require additional or replacement personnel after the effective date of this Agreement, Contractor shall give consideration for any such employment openings to participants in the County's DPSS GAIN or GROW program(s), who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that Contractor will interview qualified candidates. County will refer GAIN/GROW participants by job category to the Contractor. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority."

5. Paragraph 36, COMPLIANCE WITH JURY SERVICE PROGRAM, shall be added to Agreement as follows:

"36. COMPLIANCE WITH JURY SERVICE PROGRAM:

A. Jury Services Program: This Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

B. Written Employee Jury Service Policy:

(1) Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a "contractor" as defined under the Jury Services Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Services Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its employees shall receive from Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service served. Contractor's policy may further provide that employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the employee's regular

pay the fees received for jury service.

(2) For purpose of this Paragraph, and as set forth in the Jury Service Program provision of the County Code as described hereinabove: "Contractor" shall mean a person, partnership, corporation, or other entity, that has a contract with County, or a subcontract with a County contractor, and has received, or will receive, an aggregate sum of Fifty Thousand Dollars (\$50,000) or more in any twelve (12) month period under one (1) or more County contracts or subcontracts; "employee" shall mean any California resident who is a full-time employee of Contractor; and "full-time" shall mean forty (40) hours or more worked per week, or a lesser number of hours, if: 1) the lesser number is a recognized industry standard as determined by County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time.

Full-time employees providing short-term temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury

Service Program. If Contractor uses any subcontractor to perform services for County under this Agreement, the subcontractor shall also be subject to the provisions of this Paragraph. The provisions of this Paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

(3) If Contractor is not required to comply with the Jury Service Program on the effective date of this Agreement, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Services Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "contractor", or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during the Agreement term, and at its sole discretion, that Contractor demonstrate to County's

satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "contractor" and/or that Contractor continues to qualify for an exception to the Jury Service Program. Contractor and its subcontractors, if applicable, may demonstrate their exemption, or compliance, with the above subject Jury Service Program by completing a "County of Los Angeles Contractor Employee Jury Service Program Application for Exemption and Certification Form" which should be obtained from, and returned to, Director within ten (10) calendar days before the effective date of this Agreement.

(4) Contractor's violation of this Paragraph of the Agreement may constitute a material breach of this Agreement. In the event of such breach, County may, in its sole discretion, terminate this Agreement and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach."

6. Paragraph 37, REQUIREMENT TO NOTIFY EMPLOYEES ABOUT FEDERAL EARNED INCOME CREDIT ("EIC"), shall be added to Agreement as follows:

"37. REQUIREMENT TO NOTIFY EMPLOYEES ABOUT FEDERAL EARNED INCOME CREDIT ("EIC"): Contractor shall notify its employees, and shall require that each of its subcontractors notify its employees, to inform them that they may be eligible for claiming federal EIC as allowed under the federal income tax laws. Such notification shall be provided in accordance with the requirements as set forth in the Department of Treasury Internal Revenue Service's ("IRS") Notice 1015; copies of which, are available from the IRS Forms Distribution Center, by calling 1-(800)-829-3676."

7. Paragraph 38, CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM, shall be added to Agreement as follows:

"38. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

A. Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through County purchase orders and/or contracts are in compliance with their court ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by County's Child Support Compliance

Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain compliance with employment and wage reporting requirements as required by the federal Social Security Act (42 U.S.C. section 653a) and California Unemployment Insurance Code section 1088.55, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure section 706.031 and Family Code section 5246(b).

B. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE

PROGRAM: Failure of Contractor to maintain compliance with the requirements set forth in the Contractor's Warranty of Adherence to County's Child Support Compliance Program Paragraph immediately above, shall constitute a default by Contractor under this Agreement. Without limiting the rights and remedies available to County under any other provision of this

Agreement, failure of Contractor to cure such default within ninety (90) calendar days of written notice by County shall be grounds upon which County may terminate this Agreement pursuant to the Termination for Default Paragraph of this Additional Provisions attachment to the Agreement and pursue debarment of Contractor pursuant to County Code Chapter 2.202.

C. CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT: Contractor acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's "L.A.'s ("Los Angeles") Most Wanted: Delinquent Parents" poster in a prominent position at Contractor's place of business. County's Child Support Services Department will supply Contractor with the poster to be used."

8. Paragraph 39, SAFELY SURRENDERED BABY LAW, shall be added to Agreement as follows:

"39. SAFELY SURRENDERED BABY LAW: Contractor shall notify and provide to each of its officers, employees, and agents, and shall require that each of Contractor's subcon-

tractors providing services under this Agreement also notify and provide to each of its officers, employees, and agents, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. County's fact sheet is available on the Internet at www.babysafela.org. for printing and review purposes. Further, Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County's policy to encourage Contractor and all of its subcontractors, providing services under this Agreement, if any, to voluntarily post County's "Safely Surrendered Baby Law" poster in a prominent position at their place of business. County's Department of Children and Family Services will supply Contractor with the poster to be used."

9. Paragraph 40, CONTRACTOR RESPONSIBILITY AND DEBARMENT, shall be added to Agreement as follows:

"40. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

A. A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the contract. It is County's policy to conduct business only with responsible

contractors.

B. Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of Contractor under this Agreement, or other contracts, which indicates that Contractor is not responsible, County may or otherwise in addition to other remedies provided under this Agreement, debar Contractor from bidding on County contracts for a specified period of time not to exceed three (3) years, and terminate this Agreement and any or all existing contracts Contractor may have with County.

C. County may debar Contractor if County's Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (1) violated any term of this Agreement or other contract with County, (2) committed any act or omission which negatively reflects on Contractor's quality, fitness, or capacity to perform a contract with County or any public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false

claim against County or any other public entity.

D. If there is evidence that Contractor may be subject to debarment, Director will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before County's Contractor Hearing Board.

E. County's Contractor Hearing Board will conduct a hearing where evidence on proposed debarment is presented. Contractor or Contractor's representative, or both, shall be given an opportunity to submit evidence at that hearing. After the hearing, County's Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and if so, the appropriate length of time of the debarment. If Contractor fails to avail itself of the opportunity to submit evidence to County's Contractor Hearing Board, Contractor shall be deemed to have waived all rights of appeal.

F. A record of the hearing, the proposed decision, and any other recommendation of County's Contractor Hearing Board shall be presented to County's Board of

Supervisors. County's Board of Supervisors shall have the right at its sole discretion to modify, deny, or adopt the proposed decision and recommendation of County's Contractor Hearing Board.

G. These terms shall also apply to any subcontractors of Contractor, vendor, or principal owner of Contractor, as defined in Chapter 2.202 of the County Code."

10. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its

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Director of Health Services, and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Thomas L. Garthwaite, M.D.
Director and Chief Medical
Officer

ONELEGACY, a California non-
profit public benefit corporation
(formerly known as SOUTHERN
CALIFORNIA ORGAN PROCUREMENT
CENTER, INC. ["SCOPC"])

Contractor

By _____
Signature

Print Name

Title _____
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL

By _____
Deputy

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services

By _____
Irene E. Riley, Director
Contract Administration

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